



**DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF REAL ESTATE SERVICES**

MUNICIPAL BUILDING, 20th Floor - Room 2053
NEW YORK, N.Y. 10007
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WILLIAM J. DIAMOND
Commissioner

LORI FIERSTEIN
Deputy Commissioner

BY HAND

DRAFT

July 8, 1999

Ms. Catherine T. Giliberti
Senior Vice President
7 World Trade Center, L.P.
521 Fifth Avenue
New York, NY 10175

Re: 7 World Trade Center
(Block 84, Lot 36, Manhattan)
Mayor's Office of Emergency Management ("MOEM")

Dear Ms. Giliberti:

This letter, when countersigned by you in the space below, will confirm our mutually understanding and agreement with regard to the Agreement of Lease made as of March 25, 1998 (the "Lease") between 7 World Trade Center, L.P., as Landlord, and The City of New York, as Tenant, covering space in the above referenced building. The Lease, as modified by the March 9, 1999 letter agreement between us, hereinafter collectively referred to as the "Lease". All terms used in this letter shall, for the purposes hereof, have the same meaning ascribed to them in the Lease.

1. Tenant shall, within thirty (30) days after the execution of this letter agreement and the Landlord's invoice (annexed hereto as Exhibit A), pay to Landlord the sum of \$1,884,322.00 representing a portion of the Work Cost in excess of Landlord's Contribution ("Excess Work Cost").

2. Landlord and Tenant agree that the safe and efficient operation of the emergency generators installed on the seventh (7th) floor are vital to the effective operation of the MOEM. The emergency generators will undergo a so-called complete "black-out simulation load test" on or about July 17, 1999. The successful completion of said test (performance per the plans and specifications), as determined by HO Perm, Consent Engineers, Swank Hayden and the Department of Citywide Administrative Services, is a condition precedent to Tenant's obligation to make the \$1,884,322.00 payment.

* In the event said test is not completed successfully, i.e.

3. Tenant shall, within forty-five (45) days after completion of all outstanding work, including, without limitation, the punch-list (annexed hereto as Exhibit B) and change orders, pay Landlord the balance of the then Excess Work Cost, except that Tenant may withhold the sum of \$400,000.00 from the payment of such Excess Work Cost until the date Landlord has delivered the Port Authority sign-off.

* Landlord will promptly perform the repairs, corrections etc. and reimburse Tenant.

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necessary for the safe and efficient operation of the generators.